



# Commonwealth of Kentucky

## MASTER AGREEMENT

### IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

<b>Doc Description:</b> Retaining Block Districts 1-8, 10, 12		
<b>Doc ID No:</b> MA 605 1400000825 1	<b>Proc Folder:</b> 3271638	
<b>Procurement Type:</b> Standard Services		
<b>Effective Date:</b> 2014-04-01	<b>Expiration Date:</b> 2015-04-30	<b>Not To Exceed Amount</b>
<b>Administered By:</b> Jon Wilcoxson		<b>Cited Authority:</b> FAP111-35-00-S
<b>Telephone:</b> 502-564-4556		<b>Issued By:</b> Laura Hagan
<b>VENDOR</b> Vitco, Inc. Redi-Rock Of Kentuckiana 850 Landis Lane  Mt. Washington KY 40047 US		

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Generic Face District 1	30	0.00	SQFT	22.75000	0.00	0.00

#### Extended Description

Generic Face - smooth or semi-smooth, non-decorative face  
 Minimum Size per Block:5.00 square feet on the face  
 Depth – 39 inches

Vendor Rep:  
 Irvin Vittitow  
 502-538-6820  
 vitcopump@yahoo.com

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
2	Decorative Face District 1	30	0.00	SQFT	22.75000	0.00	0.00

#### Extended Description

Decorative Face - raised face or texture like pattern or design  
 Minimum Size per Block:5.00 square feet on the face  
 Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
3	Generic Face District 2	30	0.00	SQFT	20.00000	0.00	0.00

#### Extended Description

Generic Face - smooth or semi-smooth, non-decorative face  
 Minimum Size per Block:5.00 square feet on the face  
 Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
4	Decorative Face District 2	30	0.00	SQFT	20.00000	0.00	0.00

#### Extended Description

Extended Description

Decorative Face - raised face or texture like pattern or design  
Minimum Size per Block:5.00 square feet on the face  
Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
5	Generic Face District 3	30	0.00	SQFT	18.95000	0.00	0.00

Extended Description

Generic Face - smooth or semi-smooth, non-decorative face  
Minimum Size per Block:5.00 square feet on the face  
Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
6	Decorative Face District 3	30	0.00	SQFT	18.95000	0.00	0.00

Extended Description

Decorative Face - raised face or texture like pattern or design  
Minimum Size per Block:5.00 square feet on the face  
Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
7	Generic Face District 4	30	0.00	SQFT	17.50000	0.00	0.00

Extended Description

Generic Face - smooth or semi-smooth, non-decorative face  
Minimum Size per Block:5.00 square feet on the face  
Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
8	Decorative Face District 4	30	0.00	SQFT	17.50000	0.00	0.00

Extended Description

Decorative Face - raised face or texture like pattern or design  
Minimum Size per Block:5.00 square feet on the face  
Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
9	Generic Face District 5	30	0.00	SQFT	16.50000	0.00	0.00

Extended Description

Generic Face - smooth or semi-smooth, non-decorative face  
Minimum Size per Block:5.00 square feet on the face  
Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
10	Decorative Face District 5	30	0.00	SQFT	16.50000	0.00	0.00

Extended Description

Decorative Face - raised face or texture like pattern or design  
Minimum Size per Block:5.00 square feet on the face  
Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
11	Generic Face District 6	10	0.00	SQFT	20.50000	0.00	0.00

**Extended Description**

Generic Face - smooth or semi-smooth, non-decorative face  
 Minimum Size per Block:5.00 square feet on the face  
 Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
12	Decorative Face District 6	10	0.00	SQFT	20.50000	0.00	0.00

**Extended Description**

Decorative Face - raised face or texture like pattern or design  
 Minimum Size per Block:5.00 square feet on the face  
 Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
13	Generic Face District 7	30	0.00	SQFT	17.60000	0.00	0.00

**Extended Description**

Generic Face - smooth or semi-smooth, non-decorative face  
 Minimum Size per Block:5.00 square feet on the face  
 Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
14	Decorative Face District 7	30	0.00	SQFT	17.60000	0.00	0.00

**Extended Description**

Decorative Face - raised face or texture like pattern or design  
 Minimum Size per Block:5.00 square feet on the face  
 Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
15	Generic Face District 8	30	0.00	SQFT	21.50000	0.00	0.00

**Extended Description**

Generic Face - smooth or semi-smooth, non-decorative face  
 Minimum Size per Block:5.00 square feet on the face  
 Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
16	Decorative Face District 8	30	0.00	SQFT	21.50000	0.00	0.00

**Extended Description**

Decorative Face - raised face or texture like pattern or design  
 Minimum Size per Block:5.00 square feet on the face  
 Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
17	Generic Face District 10	30	0.00	SQFT	21.50000	0.00	0.00

**Extended Description**

**Extended Description**

Generic Face - smooth or semi-smooth, non-decorative face  
 Minimum Size per Block:5.00 square feet on the face  
 Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
18	Decorative Face District 10	30	0.00	SQFT	21.50000	0.00	0.00

**Extended Description**

Decorative Face - raised face or texture like pattern or design  
 Minimum Size per Block:5.00 square feet on the face  
 Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
19	Generic Face District 12	30	0.00	SQFT	23.00000	0.00	0.00

**Extended Description**

Generic Face - smooth or semi-smooth, non-decorative face  
 Minimum Size per Block:5.00 square feet on the face  
 Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
20	Decorative FaceDistrict 12	30	0.00	SQFT	23.00000	0.00	0.00

**Extended Description**

Decorative Face - raised face or texture like pattern or design  
 Minimum Size per Block:5.00 square feet on the face  
 Depth – 39 inches

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
21	Labor/Equipment for Installation District 1	30	0.00	SQFT	9.99000	0.00	0.00

**Extended Description**

The bid price on this line shall include ALL Labor and Equipment needed for installation. The price shall be paid per square foot of block installed.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
22	Labor/Equipment for Installation District 2	30	0.00	SQFT	9.49000	0.00	0.00

**Extended Description**

The bid price on this line shall include ALL Labor and Equipment needed for installation. The price shall be paid per square foot of block installed.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
23	Labor/Equipment for Installation District 3	30	0.00	SQFT	9.00000	0.00	0.00

**Extended Description**

The bid price on this line shall include ALL Labor and Equipment needed for installation. The price shall be paid per square foot of block installed.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
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24	Labor/Equipment for Installation District 4	30	0.00	SQFT	7.49000	0.00	0.00
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**Extended Description**

The bid price on this line shall include ALL Labor and Equipment needed for installation. The price shall be paid per square foot of block installed.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
25	Labor/Equipment for Installation District 5	30	0.00	SQFT	7.49000	0.00	0.00

**Extended Description**

The bid price on this line shall include ALL Labor and Equipment needed for installation. The price shall be paid per square foot of block installed.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
26	Labor/Equipment for Installation District 6	10	0.00	SQFT	9.00000	0.00	0.00

**Extended Description**

The bid price on this line shall include ALL Labor and Equipment needed for installation. The price shall be paid per square foot of block installed.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
27	Labor/Equipment for Installation District 7	30	0.00	SQFT	7.49000	0.00	0.00

**Extended Description**

The bid price on this line shall include ALL Labor and Equipment needed for installation. The price shall be paid per square foot of block installed.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
28	Labor/Equipment for Installation District 8	30	0.00	SQFT	8.99000	0.00	0.00

**Extended Description**

The bid price on this line shall include ALL Labor and Equipment needed for installation. The price shall be paid per square foot of block installed.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
29	Labor/Equipment for Installation District 10	30	0.00	SQFT	8.99000	0.00	0.00

**Extended Description**

The bid price on this line shall include ALL Labor and Equipment needed for installation. The price shall be paid per square foot of block installed.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
30	Labor/Equipment for Installation District 12	30	0.00	SQFT	10.00000	0.00	0.00

**Extended Description**

The bid price on this line shall include ALL Labor and Equipment needed for installation. The price shall be paid per square foot of block installed.

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## **Section 1—Specifications - Commodity**

### **1.01~Material Specifications:**

Wet Cast Block

Generic Face - smooth or semi-smooth, non-decorative face

Decorative Face - raised face or texture like pattern or design

Minimum Size per Block:

5.00 square feet on the face

Depth – 39 inches

### **1.02~Standard Specifications**

Conform to all applicable material requirements of the 2012 Standard Specifications for Road and Bridge Construction.

The Standard Specifications can be found at:

<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

Blocks shall be accepted by visual inspection by KYTC personnel.

### **1.03~Method of Measurement**

Retaining block will be measured in square feet. Specific measurements will be determined by the Department and indicated on the Delivery Order.

### **1.04~Minimum Order:**

Minimum order will be 2500 square feet.

### **1.05~Delivery**

Vendor shall deliver to the location specified on Delivery Order and unload the blocks to a staging area which will be within 100ft of truck access. Deliveries will be received Monday-Friday 8:00am-4:30pm EST.

### **1.06~Installation**

The Department will determine on each Delivery Order if the installation will be performed by their own personnel or if the Vendor shall install. If the Department chooses to install themselves, the vendor shall provide instruction through an on-site visit for the initial order in each District.

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### **1.07~ KYTC Responsibilities**

KYTC will provide the following for all projects:

1. Sufficient equipment with Operator for clearing and excavation
2. Aggregate for backfill and base
3. Traffic Control
4. Work permits

### **1.07~Method of Award**

Award(s) will be based on evaluation by District. Vendors shall bid both line items within a District plus Line #25 for installation to be eligible for an award. A vendor is not required to bid on all districts.

## **Section 2—Terms and Conditions of the Master Agreement**

### **2.00—Scope of the Contract**

The KYTC Division of Purchases issues this Master Agreement for:

#### **Retaining Block**

### **2.01—Contract Components and Order of Precedence**

The Commonwealth's acceptance of the offer indicated by the issuance of an Award by the KYTC Division of Purchases shall create a valid Master Agreement consisting of the following:

1. The written Master Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. Any provisions of the Solicitation and all attachments thereto;
4. The Bidder's response to the Solicitation, and
5. The Kentucky Revised Statutes KRS 45A.

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Specifications; (b) other provisions of the Solicitation, whether incorporated by reference or otherwise; (c) Contract or Master Agreement Terms and Conditions; (d) FAP 110-10-00 – General Conditions and Instructions for Solicitations and Contracts.

### **2.02—Initial Contract Period**

The Master Agreement will be effective upon award and will expire April 30, 2015.

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### **2.03—Optional Renewal Period**

This Master Agreement may be extended at the completion of the initial contract period for **three (3)** additional one-year periods. This extension must have the written approval of the vendor and the KYTC Division of Purchases. The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

### **2.04—Divisions/Agencies to Be Served**

This contract shall be for use by the following Divisions/Agencies of the Kentucky Transportation Cabinet:

#### **Division of Maintenance and Highway Districts 1-8, 10, 12**

No shipments or services are authorized until an official Delivery Order has been fully processed by an authorized agency.

### **2.05—Quantity Basis of Contract**

This Master Agreement has no guarantee of any specific quantity, and the State is obligated only to buy that quantity which is needed by its agencies.

### **2.06—Exception to Required Use of Contract**

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to acquire large requirements through other competitive processes.

When quantities of less than 4 cubic yards are needed for a project, using agencies are not required to purchase from the existing master agreement nor is the contract holder (Vendor) required to make delivery. When quantities of four cubic yards or more are needed for a project the using agency must purchase their needs from the existing master agreement and the Vendor is obligated to make delivery.

### **2.07—Basis of Price Revisions**

**PRICE ADJUSTMENTS:** Unless otherwise specified, the prices established by the Master Agreement shall be firm for the contract period subject to the following:

- A. **Price Increases:** A price increase will not be allowed during the first six (6) months of the contract. Only one price increase will be allowed during the contract period. The price increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and



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shall provide firm proof that the price increase(s) is justified. The KYTC Division of Purchases may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the KYTC Division of Purchases. Notice of withdrawal must be provided a minimum of forty-five (45) days prior to the effective date.

- B. Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the KYTC Division of Purchases with notice of any price decreases as soon as such decreases are available.
- C. Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required "A. Price Increases". One (1) additional price increase may be granted during the extended contract period. This price increase will not be allowed during the first six (6) months of the extended contract period and will be subject to the conditions in "A" above.

## **2.08—Addition or Deletion of Items or Services**

The KYTC Division of Purchases reserves the right to add new and similar items, with the consent of the vendor, to the contract. If an addition is agreeable to both parties, the KYTC Division of Purchases will issue a Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

## **2.09—Changes and Modifications to the Contract**

During the period of the contract, a modification shall not be permitted in any of its conditions and specifications, unless the contractor receives electronic or written approval from the KYTC Division of Purchases. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the KYTC Division of Purchases for consideration and decision. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

## **2.10—Equipment**

All equipment must be new and current model(s). The Commonwealth recognizes the rapid advancement of technology. If the vendor can provide new equipment of advanced technology after the award of the contract, the Commonwealth and the bidder may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award contract.

## **2.11—Basis of Shipment**

All shipments shall be F.O.B. Destination to the receiving agency. The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency. The responsibility for filing freight claims lies with the vendor.

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## 2.12—Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Master Agreement shall be in writing.

After the Award, all programmatic communications are to be made to the Agency Contact Person listed below with a copy to the Division of Purchases.

Rusty Wallace  
**Division of Maintenance**  
Kentucky Transportation Cabinet  
Phone: 502-564-4556  
E-mail: [Rusty.Wallace@ky.gov](mailto:Rusty.Wallace@ky.gov)

With copy to:

Laura Hagan, CPPO, CPPB  
Division of Purchases  
Kentucky Transportation Cabinet  
Phone: 502-564-4630  
E-mail: [Laura.Hagan@ky.gov](mailto:Laura.Hagan@ky.gov)

After the Award, all communications of a contractual or legal nature are to be made to the KYTC Division of Purchases.

## 2.13—Deliveries

Vendor guarantees delivery of all requested items within **thirty (30) calendar days** following receipt of an official delivery order.

**District 6 only** - Vendor guarantees delivery of all requested items within **ten (10) calendar days** following receipt of an official delivery order.

The Vendor agrees that when delivery is not made within the contracted due date, one percent (1%) per day shall be deducted from the Vendor's invoice for each day the Vendor fails to meet the contracted delivery date.

## 2.14—Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

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## 2.15—Invoices

Invoices, if required, shall be prepared and transmitted to the agency receiving the goods or services. One copy shall be marked "original" unless otherwise specified. Each invoice shall contain at least the following information:

- a. Contract and order number;
- b. Item numbers;
- c. Description of supplies or services;
- d. Sizes;
- e. Quantities
- f. Unit prices; and
- g. Extended totals.

## 2.16—Payments

A bill shall be paid within 30 working days of either the receipt of correct invoice, or receipt of goods or services in satisfactory condition. A penalty payment of one percent (1%) per month shall be added to the amount due the vendor for each full or partial month that the payment exceeds 30 working days. As an incentive for earlier payment, bidders for state contracts are encouraged to offer discounts for payments made in less than the prescribed 30 days.

## 2.17—Post Contract Agreements

The Master Agreement shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract. The Commonwealth shall not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of the contract. Any such documents so obtained will be non-binding on the State and be cause for breach of contract.

## 2.18—Service Performance

All services performed under contract shall be in accordance with the terms and conditions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to

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be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Deviations of services performed will not be made without the written approval of the KYTC Division of Purchases. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. If such problems and/or disagreements cannot be resolved they should be referred to the KYTC Division of Purchases for mediation.

#### 2.19—Assignment

The vendor shall not assign this Master Agreement in whole or in part to another vendor at any time during the initial or optional renewal terms of the contract, without the consent, guidance and approval of the Commonwealth. Any assignment hereunder entered into, subsequent to the execution of the contract with the prime vendor, must be annotated and approved by the Commonwealth. Any purported assignment without this consent shall be null and void.

#### 2.20—Termination of Contracts

A contract may be terminated for default by the vendor, for the convenience of the Commonwealth, or for lack of appropriation in accordance with 200 KAR 5:312.

#### 2.21— Endorsements

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

#### 2.22— Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under [KRS 14A.9-030](#) unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within [KRS 14A.1-070](#).

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>

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## 2.23-EEO ACT

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act, if applicable.

1. Failure to comply with the Act may result in non-award, withdrawal of award, cessation of contract payments, etc.
2. Vendors/Contractors must submit the following documents in accordance with the requirements of the solicitation—EEO-1: Employer Information Report, Affidavit of Intent to Comply and Subcontractor Report or a copy of the Kentucky EEO Approval Letter issued by the Finance and Administration Cabinet, Office of EEO and Contract Compliance.
3. Vendors/Contractors may obtain copies of the required EEO documents from the Finance and Administration Cabinet's Web page at the following address:  
<http://finance.ky.gov/SERVICES/FORMS/Pages/default.aspx>  
**Scroll down to the section labeled procurement.**
4. Vendors/Contractors must advise each subcontractor/subvendor—with a subcontract of more than \$500,000—of the subcontractor's obligation to comply with the KY EEO Act. Further, Vendors/Contractors are responsible for compiling EEO documentation from their subcontractors/subvendors and submitting the documentation to the Finance and Administration Cabinet, Office of EEO and Contract Compliance. (Note: contracts below the second tier are exempt from EEO reporting.)
5. Failure to complete, sign and submit all required documents will delay the award process as incomplete submissions will not be processed. Further, alternate versions of the required documents will not be accepted or processed.
6. Pursuant to KRS 45.610 (2), the Finance and Administration Cabinet, Office of EEO and Contract Compliance reserves the right to request additional information and/or documentation and to conduct on-site monitoring reviews of project sites and/or business facilities at any point for the duration of any contract which exceeds \$500,000 to ascertain compliance with the Act and such rules, regulations and orders issued pursuant thereto.
7. All questions regarding EEO forms or contract compliance issues must be directed to the Finance and Administration Cabinet, Office of EEO and Contract Compliance via e-mail: [Finance.ContractCompliance@ky.gov](mailto:Finance.ContractCompliance@ky.gov) or via telephone: (502) 564-2874.

## 2.24—Prevailing Wage

If the federal government or any of its agencies furnishes by loans or grants any part of the funds used in constructing public works, and if the federal government or its agencies prescribe predetermined

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prevailing minimum wages to be paid to mechanics, workmen and laborers employed in the construction of the public works, and if KRS 337.505 to 337.550 is also applicable, those wages in each classification which are higher shall prevail.

## **2.25—Kentucky Sales and Use Taxes**

Sales of tangible personal property or services to the State of Kentucky and its agencies are not subject to state sales or use taxes.

## **2.26—Extension Period**

This contract may be extended at the termination of all contract renewal periods for additional time not to exceed **90 days**. This extension must be accompanied by the written approval of the vendor and the Division of Purchases

## **2.27—Extending Master Agreement To Other Agencies**

The Division of Purchases reserves the right, with the consent of the vendor, to offer this master agreement to other state agencies or political subdivisions who may have need for the product (s).

## **2.28-Access to Records**

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

## **2.29-Records Retention**

The Finance and Administration Cabinet may inspect the place of business of the Vendor or any sub Vendor under the master Agreement contract awarded or to be awarded by the Commonwealth. In accordance with KRS 45A.150, the Finance and Administration Cabinet may audit the books and records of any person who has submitted cost or pricing data under KRS 45A.120 at any time until three years from the date of final payment under the prime contract, and by any subcontractor for a period of three years from the date of final payment under the subcontract. Such books and records shall be maintained

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by the contractor for a period of three years from the date of final payment under the contract and by any subcontractor for a period of three years from the date of final payment under the subcontract. The Finance and Administration Cabinet shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed-price type contract, provided, however, that this provision shall not limit the right to audit stated above. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract. The contractor shall place such the same audit requirement in any agreement it may have with a subcontractor under this contract.

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## SECRETARY'S ORDER 11-004

### FINANCE AND ADMINISTRATION CABINET

#### Vendor Document Disclosure

**WHEREAS**, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary to conduct a review of the records of a private vendor that holds a contract to provide goods and/or services to the Commonwealth; and

**WHEREAS**, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary during the course of an audit, investigation or any other inquiry by an Executive Branch agency that involves the review of documents; and

**WHEREAS**, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

**NOW, THEREFORE**, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, and 45A.230, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

- I. Upon the request of an Executive Branch agency, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a private vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.
- II. Upon the request of an Executive Branch agency, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to conduct audits, investigations or any other formal inquiry where a dispute has arisen as to what documents are necessary to conclude the inquiry.
- III. Upon receipt of a request by a state agency pursuant to Sections I & II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.



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- IV. If the Determination concludes that documents are being wrongfully withheld by the private vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the private vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall effectuate any and all options that it possesses to obtain the documents in question, including, but not limited to, jointly initiating an action in the appropriate court for relief.
- V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.